

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Engineering Division  
Honolulu, Hawaii 96813

May 9, 2008

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Approval for Award of Construction Contract - Job No. 500BK41A  
Waimea Valley Emergency Rockfall Mitigation, Kauai**

Proposals for the subject project were received on November 2, 2007 and the final selection was completed on November 19, 2007. The results and recommendations of the evaluation committee are as follows:

<u>Offeror</u>	<u>Total Sum Proposed</u>
Hi-Tech Rockfall Construction, Inc.	<b>\$279,881.25</b>
Janod Inc.	\$418,718.00
Prometheus Construction	\$461,000.00
AIS Construction Company	\$498,200.00

This project consists of the installation of a rockfall protection fence system, stabilization or demolition of rock outcroppings to reduce the potential risk to neighboring properties.

Funds for this project are available through Act 213, SLH 2007, Item K-7.

**RECOMMENDATION:**

That the Board award DLNR Job No. 500BK41A, Waimea Valley Emergency Rockfall Mitigation, Kauai to the Contractor, Hi-Tech Rockfall Construction, Inc., for their proposal amount of \$279,881.25. Also recommend that the Board authorize the Chairperson to enter into a contract and sign the necessary documents to implement the project.

REQUESTED BY:



MORRIS ATTA, Acting Administrator  
Land Division

Respectfully submitted,



ERIC T. HIRANO  
Chief Engineer

APPROVED FOR SUBMITTAL:



LAURA H. THIELEN, Chairperson

ITEM L-1

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Engineering Division  
Honolulu, Hawaii 96813

May 9, 2008

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Approval for Award of Construction Contract – Job No. H46C614A,  
Diamond Head Rockfall Mitigation, Phase 1  
Oahu, Hawaii**

Request for Proposals for the subject project were received on March 17, 2008. The proposals were evaluated on April 1, 2008, the results and recommendations are as follows:

<u>Bidder</u>	<u>Ranking</u>
<b>Prometheus Construction</b>	<b>1</b>
<b>JANOD Contractors</b>	<b>2</b>
<b>Hi-Tech Rockfall Construction, Inc.</b>	<b>3</b>

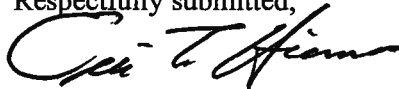
The project objective is to remove the loose rock on the steep slopes above the Kahala Tunnel entrance and above the Summit Trail. The project involves rappelling over steep terrain, rock scaling, and disposing of loose rocks using non-destructive means.

Funds for this project are available from Act 160, SLH 2006, Item H-8.02 and have been released by the Governor.

**RECOMMENDATION:**

Recommend that the Board award DLNR Job No. H46C614A, Diamond Head Rockfall Mitigation, Phase 1 Oahu, Hawaii to the contractor, Prometheus Construction for the proposal amount of \$ 384,000.00. Also recommend that the Board authorizes the Chairperson to enter into a contract and sign the necessary documents to implement the project.

Respectfully submitted,



ERIC T. HIRANO  
Chief Engineer

Requested by:



DANIEL S. QUINN, Administrator  
Division of State Parks

Approved For Submittal:



LAURA H. THIELEN, Chairperson

**ITEM L-2**

State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Engineering Division  
Honolulu, Hawaii 96813

May 9, 2008

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Approval for Award of Construction Contract – Job No. B72DO71A,  
Keehi Small Boat Harbor, Replacement of Piers 100 and 200,  
Oahu, Hawaii**

Request for Proposals for the subject project were received on March 13, 2008. The proposals were evaluated on April 2, 2008, the results and recommendations are as follows:

<u>Bidder</u>	<u>Ranking</u>
American Marine Corporation	1
Hawaiian Dredging Construction Company	2
Sea Engineering, Inc.	3


The project objective is the design and replacement of Piers 100 and 200 at Keehi Small Boat Harbor.

Funds for this project are available from Act 160, SLH 2006, Item H-8.02 and have been released by the Governor.


**RECOMMENDATION:**

Recommend that the Board award DLNR Job No. B72DO71A, Keehi Small Boat Harbor, Oahu, Hawaii to the contractor, American Marine Corporation for the proposal amount of \$ 3,297,070.00. Also recommend that the Board authorizes the Chairperson to enter into a contract and sign the necessary documents to implement the project.

Respectfully submitted,

  
ERIC T. HIRANO  
Chief Engineer

Requested by:

  
EDWARD D. UNDERWOOD, Administrator  
Division of Boating and Ocean Recreation

Approved For Submittal:

  
LAURA H. THIELEN, Chairperson

**ITEM L-3**

STATE OF HAWAII  
Department of Land and Natural Resources  
Engineering Division

May 9, 2008

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Certification of Election of  
East Kauai Soil and Water Conservation District Directors**

Under Chapter 180, Hawaii Revised Statutes, the governance of each Soil and Water Conservation District (SWCD) is placed in the hands of five directors, two of whom are appointed by the Board of Land and Natural Resources (Board) at the recommendation of the District and three of whom are elected by the land occupiers of the District. Where directors are elected, the Board must certify the election. Directors normally serve for a term of three (3) years.

The following individuals have been duly elected to serve as directors of the East Kauai SWCD for the term from June 30, 2008 to June 30, 2011:

<u>Name</u>	<u>Title/Organization or Occupation</u>
Ted Inouye	Retired
Robert Ferreira	Ranch Manager

**RECOMMENDATION:**

That the Board certify the elections the persons above to serve as directors of the East Kauai Soil and Water Conservation District for the term specified.

Respectfully submitted,



ERIC T. HIRANO  
Chief Engineer

Attachments

Approved for submittal:



Laura H. Thielen, Chairperson  
Board of Land and Natural Resources

## NOTICE ON ELECTION AND APPOINTMENT OF SWCD DIRECTORS

TO: Department of Land and Natural Resources  
Land Division  
Attn: Eric Hirano  
P.O. Box 373  
Honolulu, HI 96809

FROM: East Kaua'i SWCD

SUBJECT: ELECTION OF DIRECTOR FOR THE TERM  
ENDING JUNE 30, 2011

### ELECTION

This is to inform DLNR that Ted Inouye was elected  
as director.

### APPOINTMENT

This is to inform DLNR that \_\_\_\_\_ is recommended for appointment by the  
Board of Land and Natural Resources.

### APPOINTMENT BY DISTRICT

This is to inform DLNR that \_\_\_\_\_ was appointed as a  
director to fulfill the unexpired term of \_\_\_\_\_.

### DIRECTOR'S ADDRESS, PHONE NO. AND OCCUPATION

Mr. Ted Inouye  
P.O. Box 278  
Lihue, HI 96715  
Bus: (808) 245-3027  
Occupation: Retired

### REPLACED DIRECTOR'S NAME AND STATUS RE-ELECTION

*Pinaka Ching, Secretary* 4/9/08  
DISTRICT CHAIR OR SECRETARY DATE

**NOMINATING PETITION FOR THE OFFICE OF DIRECTOR OF  
East Kaua'i Soil & Water Conservation District**

of the East Kaua'i Soil & Water Conservation District at the election to be held on the 9<sup>th</sup> day of April, 2008.

[illegible]

**\*\*Chapter 180, Hawai i Revised Statutes, Section 180-1, provides that each person, firm or corporation shall have one vote provided, however, that each land occupier of more than 100 acres shall be entitled to one vote for each 100 acres. Land occupiers are either tenants or owners or both. Twenty-five (25) or more votes are needed to nominate a director. A land occupier may sign more than one petition.**

## NOTICE ON ELECTION AND APPOINTMENT OF SWCD DIRECTORS

TO: Department of Land and Natural Resources  
Land Division  
Attn: Eric Hirano  
P.O. Box 373  
Honolulu, HI 96809

FROM: East Kaua'i SWCD

SUBJECT: ELECTION OF DIRECTOR FOR THE TERM  
ENDING JUNE 30, 2011

### ELECTION

This is to inform DLNR that Robert Ferreira was elected  
as director.

### APPOINTMENT

This is to inform DLNR that \_\_\_\_\_ is recommended for appointment by the  
Board of Land and Natural Resources.

### APPOINTMENT BY DISTRICT

This is to inform DLNR that \_\_\_\_\_ was appointed as a  
director to fulfill the unexpired term of \_\_\_\_\_.

### DIRECTOR'S ADDRESS, PHONE NO. AND OCCUPATION

Mr. Robert Ferreira  
P.O. Box 4036  
Lihue, HI 96766  
Bus: (808) 639-6872  
Occupation: Ranch Manager

REPLACED DIRECTOR'S NAME AND STATUS  
RE-ELECTION

Amelia Chung, Secretary 4/9/08  
DISTRICT CHAIR OR SECRETARY DATE

**NOMINATING PETITION FOR THE OFFICE OF DIRECTOR OF  
East Kaua'i Soil & Water Conservation District**

of the East Kaua'i Soil & Water Conservation District at the election to be held on the 9<sup>th</sup> day of April, 2008.

[illegible]

\*Petition will not be accepted unless filed with the official in charge of administration of Hawai'i Soil and Water Conservation Districts, Board of Land and Natural Resources, P.O. Box 373, Honolulu, HI 96809, before May 31, 2008.

**\*\*Chapter 180, Hawai i Revised Statutes, Section 180-1, provides that each person, firm or corporation shall have one vote provided, however, that each land occupier of more than 100 acres shall be entitled to one vote for each 100 acres. Land occupiers are either tenants or owners or both. Twenty-five (25) or more votes are needed to nominate a director. A land occupier may sign more than one petition.**



STATE OF HAWAII  
Department of Land and Natural Resources  
Engineering Division

May 9, 2008

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

**Approval to Enter Cooperative Agreement  
with the City and County of Honolulu  
for North Shore Regional Wastewater Alternatives Project**

The Engineering Division (STATE) desires to enter into a Cooperative Agreement with the City and County of Honolulu (CITY) to cost share in a study to investigate wastewater alternatives in the North Shore region of Oahu (PROJECT).

**BACKGROUND:**

Wastewater in the North Shore region is currently dispelled via cesspools, septic tank leach fields and pits. Leaching of contaminants into the near coastal waters is of concern. Federal water quality standards have banned the use of large capacity cesspools, requiring the conversion to individual wastewater systems or hookup to a wastewater treatment facility. The standards will probably eventually ban the use of cesspools by individual residences. Wastewater disposal alternatives must be investigated to meet the needs of residences and public facilities.

The CITY has contracted a consultant, at a cost of \$225,000, to perform Phase I of the PROJECT to engage the community through a Core Working Group representing the entire North Shore community to develop the basis for potential wastewater alternatives for the region.

The STATE has a capital improvements program appropriation for \$250,000 for the North Shore Wastewater Treatment Plant, Oahu, authorized by Act 178, SLH 2005, Item A-8, as amended by Act 160, SLH 2006, for "plans for studies to determine location and treatment alternatives supported by the community, methods of alleviating cesspool leaching, and other relevant issues".

**PROPOSED AGREEMENT:**

The STATE shall contribute \$250,000 to fund Phase 2 of the PROJECT, to develop the North Shore Regional Wastewater Alternatives Plan of the available wastewater alternatives, and may include the preparation of environmental documents.

The CITY shall receive the funds from DLNR to contract and manage Phase 2 of the PROJECT.

A copy of the draft agreement, which is subject to change, is attached.

RECOMMENDATION:

That the Board authorize the Chairperson to sign the Cooperative Agreement with the City and County of Honolulu for the North Shore Regional Wastewater Alternatives Project and other necessary documents pertaining to the study, subject to Deputy Attorney General's approval as to form and Governor's release of funds.

Respectfully submitted,



ERIC T. HIRANO  
Chief Engineer

Attachment

Approved for Submittal:



LAURA H. THIELEN, Chairperson

**ITEM L-5**

**COOPERATIVE AGREEMENT**  
**between the**  
**STATE OF HAWAII –**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**  
**and**  
**CITY AND COUNTY OF HONOLULU –**  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**JOINT STATE/CITY FUNDING**  
**NORTH SHORE REGIONAL WASTEWATER ALTERNATIVES PROJECT**

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the State of Hawaii – Department of Land and Natural Resources (hereinafter the “STATE”), and the City and County of Honolulu – Department of Environmental Services (hereinafter “CITY”),

WITNESSETH, that

WHEREAS, this agreement is intended to set forth the terms for the STATE's agreement with the CITY to jointly fund the CITY'S North Shore Regional Wastewater Alternatives Project, hereinafter referred to as the “PROJECT”; and

WHEREAS, the purpose of the PROJECT is to conduct a planning study to evaluate alternative means of wastewater collection, treatment, and reuse for the unsewered areas of the North Shore region to provide needed sewer service for this area. The PROJECT would include community participation via a community engagement program to ascertain the available wastewater alternatives. The PROJECT may include the preparation of environmental documents; and

WHEREAS, pursuant to Ordinance 05-023, the City Council of the City and County of Honolulu appropriated funding in the amount of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000) to the PROJECT to “conduct planning for a regional facility plan” in the SANITATION function; and

WHEREAS, the CITY has contracted Brown and Caldwell, an engineering consultant, for the PROJECT. The phase 1 total contract amount is TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). A phase 1 Notice-To-Proceed was issued on January 2, 2007; and

WHEREAS, pursuant to Act 178, Session Laws of Hawaii 2005, as amended by Act 160, Supplemental Appropriations Act of 2006, the State Legislature appropriated funding in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) to provide “Capital Project No. P50005, NORTH SHORE WASTEWATER TREATMENT PLANT, OAHU, plans for studies to determine location and treatment alternatives supported by the community, methods of alleviating cesspool leaching, and other relevant issues”; and

WHEREAS, the CITY proposes to utilize the appropriated funds from the STATE to contract and manage the remaining phase 2 of the PROJECT.

NOW, THEREFORE, the parties hereto agree as follows:

1. In full consideration of the CITY contracting and managing the PROJECT, the STATE agrees to transfer appropriated funds to the CITY not to exceed a total of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).
2. The CITY shall be responsible for using the appropriated funds from the STATE and CITY to contract and manage the remaining phase 2 of the PROJECT. The CITY shall provide to the STATE, a fully executed copy of the contract and two copies of the final report.
3. This Agreement is subject to release of funds by the Governor.
4. Any modification, alteration, amendment, or change of any term, provision, or condition of this Agreement shall be made by written agreement, signed by the STATE and CITY.

STATE and CITY also agree that the following provisions be made a part of this Agreement as general terms:

1. Indemnification. CITY shall indemnify, defend, and hold harmless the STATE, its officers, employees, and agents, from and against any and all claims, demands, liabilities, suits actions, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, or death of persons, whenever such damage, injury, loss, or death arises out of, is connected with or related to the North Shore Regional Wastewater Alternatives Project. It is understood that the STATE shall in no way be held liable for any claims, damages, causes of action, or suits resulting from any acts or omissions of CITY in the development of the plan North Shore Regional Wastewater Alternatives plan.
2. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Hawaii, and the courts of the State of Hawaii shall have exclusive jurisdiction in any action to interpret or enforce this Agreement.
3. Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agent of the CITY, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
4. Compliance With Laws. The CITY shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the North Shore Regional Wastewater Alternatives Project, now in force or which may be in force.
5. Assignments. The CITY shall not transfer to, assign, or permit any other person to perform the CITY's duties, obligations, or interests under this Agreement, either voluntarily or by operation of law, without the prior written approval of the STATE.

6. Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this Agreement.

7. Partial Invalidity. If any term, provision, covenant or condition of this Agreement should be held to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

8. Waiver. No party to this Agreement shall be deemed to have waived the exercise of any right or any obligation hereunder, unless such waiver is made expressly and in writing.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior or concurrent oral or written letters, agreements, or understandings.

10. No Partnership. The CITY and the STATE agree that nothing in this Agreement should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

11. No Party Deemed Drafter. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the day and date first above written.

**APPROVED:**

**STATE OF HAWAII  
DEPARTMENT OF  
LAND AND NATURAL RESOURCES**

By \_\_\_\_\_  
LAURA THIELEN  
Chairperson

**CITY & COUNTY OF HONOLULU  
DEPARTMENT OF  
BUDGET AND FISCAL SERVICES**

By \_\_\_\_\_  
MARY PATRICIA WATERHOUSE  
Director

**CITY & COUNTY OF HONOLULU  
DEPARTMENT OF  
ENVIRONMENTAL SERVICES**

By \_\_\_\_\_  
ERIC S. TAKAMURA, Ph.D., P.E.  
Director

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
DEPUTY ATTORNEY GENERAL

**APPROVED AS TO FORM AND LEGALITY:**

By \_\_\_\_\_  
DEPUTY CORPORATION COUNSEL